

## Exhibit A to Registration Statement

## Pursuant to the Foreign Agents Registration Act of 1938, as amended

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant David A. Keene d/b/a Keene Consulting		2. Registration Number 6608
3. Primary Address of Registrant 12208 Candle Light Circle Ft. Washington, MD 20744-6265		
4. Name of Foreign Principal Government of the Democratic and Popular Republic of Algeria	5. Address of Foreign Principal 2118 Kalorama Rd NW Washington, DC 20008	
6. Country/Region Represented Algeria		
7. Indicate whether the foreign principal is one of the following:		
<input checked="" type="checkbox"/> Government of a foreign country <sup>1</sup> <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input type="checkbox"/> Committee <input type="checkbox"/> Corporation <input type="checkbox"/> Voluntary group <input type="checkbox"/> Association <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Individual-State nationality _____		
8. If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant Embassy of Algeria in the United States		
b) Name and title of official with whom registrant engages His Excellency Madjid Bouguerra		

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
  
- b) Aim, mission or objective of foreign political party

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10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>

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11. Explain fully all items answered "Yes" in Item 10(b).

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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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## EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

5/29/2020

DAVID A. Keene



5/29/2020

DORRIS R. WICKS





U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name of Registrant**

David A. Keene d/b/a Keene Consulting

**2. Registration Number**

6608

**3. Name of Foreign Principal**

Government of the Democratic and Popular Republic of Algeria

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 10/25/2019
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant represented the Government of Algeria on matters detailed in the attached Agreement at the direction of Algeria's Ambassador to the United States.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant represented interests of the principal in face-to-face, written and telephonic contacts with Members of Congress, Congressional staff, Executive Branch staff, and non-governmental decision-makers.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See Article 1. Section 1.01 Scope. of contract.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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Total

13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.



**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

May 29, 2020

David Arthur Keene

/s/ David Arthur Keene

eSigned

**CONSULTING SERVICES AGREEMENT BETWEEN  
KEENE CONSULTING  
AND  
THE GOVERNMENT OF THE DEMOCRATIC  
AND POPULAR REPUBLIC OF ALGERIA**

This Consulting Services Agreement ("Agreement"), is by and between Keene Consulting Services (hereinafter referred to as Consultant), having its principal office at 12208 Candle Light Circle, Ft. Washington, MD 20744, and The Government of the Democratic and Popular Republic of Algeria, a country located on the continent of Africa with its capital in Algiers (hereinafter referred to as "Client") and its embassy at 2118 Kalorama Road NW, Washington, DC 20008.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I. SCOPE OF WORK**

**Section 1.01 Scope:** Consultant shall provide counsel to and conduct lobbying activities for Client to strengthen the relations of friendship and cooperation between Algeria and the United States of America in the following ways:

1. Work with members and staff of the Congressional and Executive branches of the United States Government to facilitate a greater understanding of Algeria's concerns and positions on various issues;
2. Mobilize non-governmental organizational, public and media support for Algeria;
3. Promote Algeria's role of peace and cooperation in world and regional affairs;
4. Work to promote business, trade and investment opportunities of interest to Algeria;
5. Enhance the image of Algeria in the United States of America.

**Section 1.02 Nature of Agreement:** This agreement is a contract for consulting and professional services. As such, there can be no guarantee regarding the outcome or success of an international organization, federal, state or local governmental appropriations, contracting, grant processes or any other initiative undertaken by Consultant pursuant to this Agreement, but Client can expect that Consultant will do all in its power to achieve the goals set forth herein.

**Section 1.03 Project Management:** David Keene will manage the services being provided to Client. Mr. Keene will be available for regular in-person and telephone consultation with Algeria's Ambassador to the United States and other designated representatives for the Client, for travel as requested under the terms of this Agreement and shall provide monthly written reports of activities undertaken on behalf of the Client in furtherance of the goals of this Agreement. Mr. Keene will be assisted in furthering client interests by Donna Wiesner Keene and others as may be needed to facilitate the accomplishment of goals contemplated under the terms of this contract.





## **ARTICLE II. TERM AND PROFESSIONAL FEES**

**Section 2.01 Duration:** This agreement shall be effective on November 1, 2019 and shall continue in effect through April 30, 2020.

**Section 2.02 Monthly Fees:** Client agrees to pay Consultant a flat monthly fee of thirty thousand dollars (\$30,000.00 USD) during the Term of this Agreement. Client agrees to pay these fees on a monthly basis in advance as stipulated herein and further agrees to reimburse out-of-pocket expenses approved in advance by Client and billed along with the next monthly payment following said billing.

Consultant agrees to provide Client with invoices for these monthly fees on the first day of each month during which this agreement is in force and Client agrees to pay such invoices within seven (7) days of their receipt. Payments shall be made in US Dollars (USD). Consultant shall be under no obligation to perform work on behalf of Client should Client not pay the agreed upon fees as required.

This flat monthly fee covers all of Consultant's labor for work, projects or initiatives within the Scope of Work set forth in Section 1.01 above. It is understood that Consultant is available to provide additional services outside the Scope of Work set forth in Section 1.01 upon Client's written request and by mutual written agreement of the parties hereto.

## **ARTICLE III. EXPENSES**

**Section 3.01 Out of Pocket Expenses:** In addition to the fees set forth in Article II, Client will be responsible for extraordinary expenses incurred by Consultant as a result of specific requests from Client in fulfilling the contract services. Such expenses shall not be incurred unless requested in advance by Client. Should Client require Consultant to travel beyond the Washington, DC Metropolitan area, Consultant agrees to fly economy class for flights of four or less hours and business class for all other travel.

## **ARTICLE IV. PAYMENTS**

**Section 4.01 Payments:** Consultant will render bills for professional services on a monthly basis. All bills will be payable within a week after being rendered. Payment should be made by check payable to David A. Keene \*8055 and mailed to:

Capital One Bank NA Checking Accounts  
P.O. Box 150  
St Cloud, MN 56302-0150

Or by wire transfer to:



**ARTICLE V. TERMINATION**

**Section 5.01 Termination:** The Government of Algeria may terminate this contract at any time for any reason whatsoever. If such termination were to occur, the Government of Algeria would remain obligated only for the payment of fees for services rendered and expenses incurred prior to termination.

**Section 5.02 Accrued Balances:** In the event this Agreement is terminated pursuant to Section 5.01, all accrued balances will be due within ten (10) calendar days of termination.

**ARTICLE VI: CONFIDENTIALITY**

**Section 6.01 Confidentiality:** The parties hereto shall keep all matters between the parties, including the provisions of this Agreement, confidential and shall not transfer, communicate or deliver the same to a third party except by mutual agreement or as required by law.

**ARTICLE VII. MISCELLANEOUS**

**Section 7.01 Applicable Law:** This Agreement shall be governed and construed in all respects by the laws of the District of Columbia as such laws are applied to agreements entered into and performed within the District of Columbia. Any venue for any claim, controversy, or dispute that arises between the parties from or related to this Agreement shall be made in the Superior Court of the District of Columbia and the parties hereby consent to the jurisdiction of such court and waive any objections to such venue.

**Section 7.02 Federal Lobbying Registration and Foreign Agents Registration Act (FARA):** The Federal Lobbying Disclosure Act, as amended, and any applicable state or local statute, may require Consultant to file and maintain registration and activity reports regarding its lobbyists, lobbying activity, and lobbying income earned pursuant to this Agreement. Client acknowledges that, where Consultant, in its sole discretion, deems such disclosure necessary to meet the requirements of federal, state or local US law, such disclosures can be made. Consultant assures Client of its intention to comply fully with the Foreign Acts Registration Act (FARA) and any other applicable federal statute or regulation. Client understands and acknowledges that such compliance may require public disclosure of this Agreement and Consultant's activities on Client's behalf.

**Section 7.03 Interests of the United States Government:** At no time shall Consultant undertake any action deemed to be against the interests of the United States government or in contravention of the Foreign Corrupt Practices Act or any other US or international law.

**Section 7.04 Entire Agreement:** This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes and prior

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contemporaneous agreement, proposal, representation, understanding, warranty, or oral or written, regarding such subject matter.

**Section 7.05 No Partnership, Joint Venture, or Employment Relationship:** This Agreement shall not be deemed to create any enterprise, employment relationship, joint venture, or partnership between the parties. The parties understand and agree that Consultant is acting as an independent contractor in providing services pursuant to this Agreement, and that Consultant shall pay, to the extent required by law, all applicable taxes and other obligations that result from providing services pursuant to this Agreement.

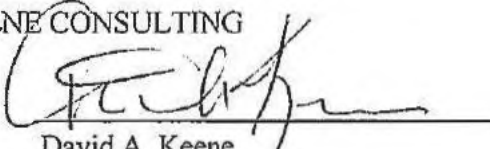
**Section 7.06 Amendment and Waiver:** This Agreement may be amended or modified only upon written agreement of the parties hereto.

**Section 7.07 Execution of Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument.

In Witness Whereof, the authorized representative of the parties have executed this Agreement as of the date first set forth above.

KEENE CONSULTING

By:

  
David A. Keene

Principal

10-25-2019  
Date

THE GOVERNMENT OF THE DEMOCRATIC  
AND POPULAR REPUBLIC OF ALGERIA

By:

  
Madjid Bouguerra

\_\_\_\_\_  
The Ambassador

10-25-2019  
Date